

Member Name: _____

**AMERICORPS MEMBER HIRE AGREEMENT
2011/12 CORPS NETWORK EDUCATION AWARD PROGRAM**

I understand that I am an AmeriCorps member (Member) participating in the Corps Network AmeriCorps Education Award Program (Program). The California Conservation Corps (CCC) operates the Program. As a member and an employee of the CCC, I understand and agree to the following terms and conditions of this employment agreement (Agreement):

A. CORPSMEMBER TERM OF SERVICE, and EDUCATION AWARD

1. The Member will serve *at a minimum* the number of hours indicated below and complete those hours between the start and end dates listed. Upon satisfactory completion of the hours within the given timeframe, the Member will receive a corresponding AmeriCorps Education Award.

	Enrollment Type	Start Date	End Date	Ed Award Amount (taxable income)
1 Yr. Half-time / Part-time	900 hrs			\$2,775.00

2. In the event that the Member does not complete the total hours specified, in addition to the **CCC** service requirements, that Member will not receive any portion of the Education Award, unless the Member is released from service due to a Personal and Compelling Circumstance (See *EAP Manual*). *Personal and Compelling Circumstances are typically unforeseen events beyond a Member's control.* The National Service Trust calculates partial awards based on total hours served.
3. The Member's service may potentially be extended beyond the end date if the Member is suspended due to compelling circumstances or if a grievance has resulted in the reinstatement of a terminated Member.
4. A Member may choose to participate in volunteer activities, non-service related training, and/or non-service related educational programs. This participation is not compensated and not considered part of the forty (40) hour service week.
5. Every hour worked on service projects, up to 20% of a Member's training, and up to forty (40) hours of volunteer service will count towards the 900 (Part Time) minimum hour requirement. Personal or other leave shall not be counted towards service hours.
6. In accordance with AmeriCorps national policies, a Member can earn up to four (4) Part Time education awards within their lifetime. Further, if a Member is released for "cause" or leaves the program voluntarily for reasons other than "personal compelling circumstances," that term will count towards their four.
7. Failure of a Member to disclose a prior release for a cause from a term of service precludes a Member from receiving an AmeriCorps Education Award, whether or not a Member successfully completes a term of service.

_____ Member Initials _____ Date

8. If a Member has received forbearance on a qualified student loan during the term of service and has successfully completed the terms of service, the National Service Trust may repay a portion or all of the interest that accrued on the loan during the term of service that the Member successfully completed.
9. Prior to using an education award, a Member shall provide written verification that the Member has received a high school diploma or its equivalent (i.e., GED, an alternative diploma or certificate for individuals with learning disabilities).
10. A Member is only eligible for a post-service education award for the first two Full Time terms OR four Part Time terms of service in AmeriCorps.
11. If a Member is released from the Program based on a compelling personal circumstance prior to completing 15% of the term, the term of service does not count as one of the two Full Time or four Part Time terms for which an education award may be provided. All other terms, even if not completed, will count towards one of the service term opportunities for a post-service education award.
12. The Member shall disclose to the Program all prior enrollments in any AmeriCorps program.
13. A Member is required to receive satisfactory performance reviews during the term of service to be considered a successful term of service and must have satisfactory performance reviews to serve an additional term of service. Eligibility for an additional term of service will be based on, at least a mid-term and end-of-term evaluation of a Member's performance with focus on whether the Member has:
 - a. Completed the required number of hours (900 Part Time);
 - b. Satisfactorily completed assignments, tasks and/or projects; and
 - c. Met any other criteria that were communicated, both orally and in writing, at the beginning of the term of service.
14. If a Member meets the eligibility requirements to serve an additional term, it does not guarantee selection or placement in the Program for an additional term.
15. AmeriCorps Members are not civil service employees of the State of California and are therefore not entitled to the protections and benefits afforded civil service employees. AmeriCorps Members are excluded from unemployment insurance benefits, pursuant to Section 634.5(e) of the Unemployment Insurance Code.
16. AmeriCorps Members may choose to participate in volunteer activities, non-service related training, and/or non-service related educational programs. Members may be required to participate in certain National Service events on Federal or State holidays and on weekends. This participation is not compensated and not considered part of the forty (40) hour service week.
17. An education award is considered taxable income in the year the award is used by the Member.

B. MINIMUM QUALIFICATIONS:

1. 18 to 25 years old upon enrollment in **the CCC**;
2. Available for 900 hours, per service term, and between the dates specified above;

3. Successfully pass criminal Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) background check and National Sex Offender Public Registry check as required;
4. Must be a United States Citizen, United States National or Lawful Permanent Resident Alien of the United States and provide document as proof;
5. Provide a Social Security Card to verify Social Security Number;
6. Have a High School Diploma/GED or agreement to achieve a diploma or GED before using the award;
7. Ability to appropriately represent the CCC and the AmeriCorps Program

C. WORKERS' COMPENSATION AND INSURANCE BENEFITS:

1. Workers' Compensation:

A Member is covered by workers' compensation for work-related injuries/illness. A Member is required to report any work-related injury/illness immediately to his/her supervisor and cooperate by providing all relevant information pertaining to the work-related injury/illness.

2. Medical Insurance:

A Member will receive CCC sponsored non-work related medical insurance coverage. This coverage will be fully paid by the CCC and begins on the first day of the signed appointment Agreement. A Member is responsible for payment of the medical co-payments in accordance with the medical insurance policy. Information on the medical insurance is available at the CCC Fortuna Center, or CCC Headquarters' Human Resources Office.

D. POSITION DESCRIPTION:

1. Serve on a crew and perform environmental, conservation, emergency response and human service projects.
2. Adherence to the rules and regulations specified in the Corpsmember Handbook.
3. If no diploma or GED, complete 10 hours/week of high school education; if member already has a Diploma or GED, complete 3 hours/week of mandatory alternate course work.
4. Other service duties as allowed per AmeriCorps Guidelines.
5. See Corpsmember Job description for full responsibilities and duties.

E. ACCEPTABLE CONDUCT AND BEHAVIOR DURING TERM OF SERVICE

A Member is required to comply with general expectations of behavior as well as specific rules of conduct. A Member is prohibited from engaging in certain activities. Violations of general expectations, rules of conduct and/or prohibition of activities may result in disciplinary action including suspension or release from the AmeriCorps term of service or the CCC.

1. General Expectations

A Member is required to comply with the following general expectations of behavior at all times which include, but are not limited to:

- a. Courteous and respectful interaction with staff, co-workers, project partners and community members, including following directions;
- b. Arriving and departing at agreed upon times for service hours including lunch and break periods. A Member, who is unable to report for duty is required to notify the Program/Project Supervisor, site supervisor, Community Partner and/or designated person of the inability to report for duty. A Member is required to properly document work hours and/or absences on the member's time sheet;
- c. Maintaining a high level of professionalism in a Member's conduct and business practices that includes attending meetings and completing work within specified and acceptable time deadlines as well as using clear and concise language that is not offensive;
- d. Performing work in a safe manner which includes reporting immediately an unsafe and/or hazardous condition or situation to a staff member;
- e. Maintaining high standards of personal hygiene and appearance which includes, but is not limited to, wearing clean clothes in good condition with no holes or tears, and fits properly (not excessively tight or overly large resulting in the exposure of midriff and hips).

A Member is required, while on service assignments, to wear the CCC uniform issued clothing provided by the Program.

A Member is required to direct concerns, problems and suggestions pertaining to the Member's position and/or the Program to the appropriate Program staff or project official(s).

2. Rules of Conduct

A Member has the responsibility to work cooperatively and represent AmeriCorps and the CCC in a positive and professional manner while both on and off duty. A Member who engages in the following conduct during work or training hours or otherwise performing activities supported by the CCC, AmeriCorps program or the Corporation for National and Community Service (Corporation) will be considered in violation of the Program's rules of conduct which include, but are not limited to:

- a. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious worship or engaging in any form of religious proselytizing;
- b. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office or participating in, or endorsing events or activities that are likely to include advocacy for or against political parties, platforms, candidates, proposed legislation or elected officials;
- c. Engaging in any activity that is illegal under local, state or federal law;
- d. Engaging in activities that pose a significant safety risk to others;
- e. Unauthorized tardiness or absences;
- f. Repeated use of inappropriate language (i.e., profanity) at a service site;
- g. Stealing or lying;
- h. Engaging in any activity that may physically or emotionally damage others;

- i. Failing to notify Program staff of any criminal arrest or conviction that occurs during the term of service;
- j. Violation of CCC sexual harassment, equal employment opportunity or discrimination policies;
- k. Conduct, in any manner, that would associate the national service program or Corporation with the prohibited activity;
- l. Organizing or engaging in protests, petitions, boycotts, or strikes;
- m. Impairing or attempting to influence existing contracts for services or collective bargaining agreements;
- n. Assisting or aiding "for profit" businesses.

For violating the above stated rules, **the CCC** will take appropriate action up to and including release from the AmeriCorps program and loss of the education award.

The CCC reserves the right to release the Member for cause if, in the opinion of the Program Director and/or Center Director, her/his conduct undermines the effectiveness of the Corps or the project to which s/he is assigned.

As a private citizen, a Member may participate in the above-listed activities on the Member's own time and expense. However, a Member is prohibited from wearing AmeriCorps or **CCC** clothing and/or other service gear in such instances.

F. DRUG FREE WORKPLACE CONDITIONS OF EMPLOYMENT:

1. The CCC has adopted a Drug Free Workplace Policy that shall be followed in the work place, service sites and any place in which the Member is conducting business. The CCC policy includes, but is not limited to, a required drug and alcohol free environment as well as a prohibition against the manufacturing, distribution, dispensing, possession, or use of alcohol or controlled substances.

A Member is required to attend CCC training on the Drug Free Workplace Policy during their initial Program orientation. A Member is required to notify the Program director, in writing, within five days of a conviction of a crime which constitutes a violation of the policy. A Member found to have violated the policy may be subject to disciplinary action including suspension or termination from the Program.

2. A Member is required, as a condition of employment, to submit to alcohol and other drug testing when reasonable suspicion exists that the Member may be under the influence of alcohol or other drugs while on state property, a project site, CCC sponsored activity or in violation of the CCC Corpsmember and Alcohol and Other Drug Abuse Prevention Policy. Cost for the alcohol and other drug test will be paid by the CCC.
3. A Member is required, as a condition of employment, to be subject to reasonable searches of his/her personal belongings and person in accordance with the Search and Seizure guidelines in the CCC Operations Manual.
4. A Member is required, as a condition of employment, to conform to the CCC Rules of Behavior, service district policies, rules and regulations of the state and federal government, and to any proper order from an authorized state official. Failure to comply with this condition may result in discipline, suspension or termination of the Member.

5. A Member who provides any false information to the CCC may be subject to discipline, suspension or termination.

G. RELEASE OR SUSPENSION FROM TERM OF SERVICE:

1. When a Member either voluntarily or involuntarily leaves the Program, he/she will receive a copy of a Notice of Corpsmember Personnel Action citing the reason(s) signed by an authorized representative of the CCC. If a Member is involuntarily released from a term of service, he/she has the right to file an appeal as set forth in the CCC Operations Manual.
2. A Member, upon being released from the Program, is required to return any and all items in his/her possession belonging to or issued by the CCC including, but not limited to, uniforms and equipment. A Member is required to return said item(s) to an authorized CCC representative within eight (8) hours of receiving a Notice of Separation. If the item(s) is not returned, the Member will be held financially responsible for said item(s) in accordance with applicable law and subject to collection procedures.

3. Release from term of service

A Member may be released from a term of service for either a compelling personal circumstance or cause.

a. Release for compelling personal circumstance.

A compelling personal circumstance is a situation or incident that impacts the Member or occurs to the Member that is not within the Member's control including, but not limited to:

1. The Member experiences a serious injury, illness, disability that hinders or prevents the Member from completing the term of the Program;
2. An immediate family member of the Member suffers a serious injury, illness, disability or death and the member is needed to care for the family member or assume the duties of the family member that hinders or prevents the Member from completing the term of the Program;
3. Conditions attributable to the Program or otherwise unforeseeable and beyond the Member's control such as a natural disaster, strike, relocation of a spouse, or the Non-renewal or premature closing of a project or program that makes the completion of the term of service unreasonably difficult or unattainable; or
4. Military service obligations.

A compelling personal circumstance shall not include, but is not limited to:

1. Enrollment in school;
2. Personal dissatisfaction with the Program.

A Member is required to provide written documentation, if applicable, to the AmeriCorps Program staff that sets forth the compelling personal circumstances to support the request for the release from the term of service. A Member who leaves the Program for a compelling personal circumstance, approved by the AmeriCorps Program staff, and has completed at least 15% of the required service (135 hours of half-time service) is eligible for a portion of the education award that corresponds to the period served.

If a Member leaves the Program for any reason, other than an approved compelling personal circumstance, before the completed term of service, a Member is not entitled to receive any portion of the education award and the term will be calculated as one-half of the two full-time equivalent service opportunities.

b. Release for cause.

A Member may be released for cause that includes, but is not limited to:

1. Violation of the terms and conditions of the Member's Agreement;
2. Conviction of a violent felony or the sale or distribution of a controlled substance during the term of service;
3. Leaving the Program without obtaining approval for a release from a term of service for a compelling personal circumstance;
4. Possession, sale or use of alcohol, non-prescription drugs or drug paraphernalia on state or federal property, vehicles, project sites or while engaged in the performance of service activities;
5. Insubordination that includes refusal to serve or to comply with a directive;
6. Fighting, violence, threats of violence, disorderly conduct or destruction of state or Federal property;
7. Unlawful acts that include, but are not limited to, theft, extortion, and gambling;
8. Absence without leave (AWOL) by failing to obtain permission prior to leaving a project, or a Member's appointed place of service, failing to return at an appointed time and/or failing to report to work for more than five days without proper notification;
9. Possession, carrying or use of a weapon on state or federal property or project sites;
10. Conduct demonstrating lack of good judgment or cooperation, disrespect of racial, sexual, or individual differences, and unwillingness to assume responsibilities; or
11. Using state or federal time, materials, facilities, or equipment to conduct personal business.

A member released for cause may reapply to any AmeriCorps program. However, the member is required to disclose that the member was released from another AmeriCorps Program.

4. Suspension from Term of Service

A Member may be suspended from a term of service for conduct or violations of the Agreement, rules, regulations and/or policies. A suspension may result in the loss of the AmeriCorps education award. A Member does not receive service credit for the period of suspension.

Suspension may be imposed for the following that includes, but is not limited to:

- a. A criminal charge filed against a Member for engaging in a violent felony or the sale or distribution of a controlled substance, or conviction of possession of a controlled substance.

A Member who is subject to this provision may be reinstated to service if the Member is found not guilty or the charge is dismissed. A Member convicted of a first offense of possession of a controlled substance may be reinstated to service if the Member provides verification that he/she has enrolled in an approved drug rehabilitation program. A Member convicted of a second or third offense of possession of a controlled substance may be reinstated if the Member provides verification of the successful completion of an approved rehabilitation program.

- b. Any act set forth in 3(b) above.

H. LIABILITY FOR DAMAGE TO OR DESTRUCTION OF STATE PROPERTY:

A Member or separated Member shall be held responsible for any damage to or destruction of state property due to a willful act or gross negligence by the Member and shall be responsible for the actual cost for repair or replacement of the item(s), in accordance with applicable law and subject to collection proceedings.

I. GRIEVANCE PROCEDURES:

1. A Member has the right to file a grievance, in accordance with the procedures set forth in the CCC Operations Manual to resolve issues relating to the terms and conditions of employment.
2. A Member may engage in informal efforts on a one to one basis with the other person to resolve a dispute however, if the informal efforts are not successful, a Member may seek resolution through the following grievance procedures. These procedures are intended to apply to service-related issues, such as assignments, evaluations, suspensions, or release for cause, as well as issues related to non-selection of Members.
3. Additional Grievance Procedures for Members:

a. Optional Alternative Dispute Resolution (ADR):

ADR is a confidential, non-binding and informal mediation or facilitation (mediation) in which a neutral party works with both parties to reach a mutually agreeable resolution. The neutral party shall be agreed upon by the Member and Program representative. The neutral party shall not have participated in any prior decisions concerning the issue(s) in dispute nor participate in any subsequent proceedings.

A Member who chooses to engage in mediation is required to select this grievance procedure within 45 days of the underlying dispute by notifying the Program Director. If mediation is selected by a Member, the applicable timeframe for requesting a formal hearing shall be suspended until the conclusion or termination of the mediation process.

At the initial session of mediation, the neutral party is required to provide written notice to the Member of his/her right to request a formal hearing. If the dispute is not resolved through the mediation process within 30 calendar days, the neutral party must again notify the Member of his/her right to request a hearing. At any time, the Member may decline mediation and proceed directly to the hearing process.

b. Grievance Hearing:

A Member may request a hearing without participating in mediation or if mediation fails to result in a mutually agreeable resolution. A Member shall make a written request for a hearing to the Center Director. A request for a hearing must be made within one year after the date of the alleged occurrence. When a Member provides a written request for a hearing, the Program shall make available to the Member, if applicable, information the Program relied upon if related to the issue in dispute.

The Program will arrange for one or more pre-hearing conferences at a time mutually convenient to the parties. Pre-hearing is intended to facilitate a forum wherein a mutually agreeable resolution can be made or to narrow the issues to be presented at the hearing. The format of the pre-hearing conference is flexible and may involve a meeting with one party at a time and/or with both parties together. Pre-hearing conferences are conducted by the Center Director or his/her designee. The hearing will be conducted by a Regional Deputy or his/her designee. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute. A hearing must be held no later than 30 calendar days after the filing of the request for hearing. A written decision shall be rendered and provided to the parties no later than 60 calendar days after the filing of the request for hearing.

c. Binding Arbitration:

A Member may request binding arbitration if a hearing decision is adverse or if no decision is rendered within 60 days of the filing of the request for hearing. The arbitrator shall be independent and selected by agreement of the parties. If the parties cannot agree on an arbitrator, the Chief Executive Officer (CEO) of the Corporation for National and Community Service (Corporation) will appoint one within 15 calendar days after receiving a request from one of the parties.

An arbitration proceeding will be held no later than 45 calendar days after the request for arbitration, or no later than 30 calendar days after the appointment of an arbitrator by the Corporation's CEO. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.

The cost of arbitration will be divided equally between the parties, unless the aggrieved Member prevails, in which case the Program shall pay the total cost of the proceeding as well as the Member's attorney's fees, if applicable.

J. CONFIDENTIALITY:

1. Social Security Number:

A Member's social security number will be used by the CCC to obtain statistical information from state and/or federal agencies for post-CCC tracking. Information obtained from state and/or federal agencies will be general in nature including post-education and employment experiences of a present or past Member. The information will be obtained through the use of a computerized social security number search and the information obtained will be integrated into the CCC's overall statistical quality improvement and performance measurement system which does not include specific names nor the identity of a Member. This notice complies with the Information Practices Act of 1977 (Civil Code Section 1798.17) and the Federal Privacy Act (Public Law 93-579).

2. Personnel documents are maintained by the CCC personnel office as well as the Center's office. Documents containing private information are confidential unless otherwise provided by law. A Member has the right to inspect his/her personnel file and records upon written request during normal business hours.

3. The Information Practices Act of 1977 (Civil Code Section 1798.17) and the Federal Privacy Act (Public Law 93-579) require that this notice be provided when collecting personal information from individuals. Information requested on this form is used by the employing personnel/payroll office for purposes of identification and processing of personnel documentation. Providing your social security number is voluntary in accordance with the Privacy Act of 1974 (PL 93-479). Failure to provide the social security number may result in appointment action not being processed. A signed AmeriCorps Member Hire Agreement is required before the effective date of employment.

4. Personal/confidential information of a Member is maintained by the CCC and may be audited by CCC sponsors and/or other governmental agencies to ensure appropriate allocation of funding. Access is authorized by Information Practices Act Section 1798.19, 1798.24 (e) and (f).

K. BACKGROUND CHECK

The Member understands that the results of the fingerprinting and background check by the California Department of Justice and Federal Bureau of Investigation may be delayed and if delayed, the CCC will be unable to make a determination on whether the Member meets the pre-enrollment conditions. These conditions include that the Member is not currently on formal probation or parole and does not have a record of a conviction of a violent crime including but not limited to:

- Armed robbery,
- Arson of an inhabited structure or property,
- Assault,
- Battery,
- Drug cultivation, manufacturing, distribution, trafficking, possession with intent to sell, or felony possession,
- Kidnapping,
- Lewd or lascivious acts against children,
- Murder or attempted murder,
- Rape or other sex crimes,
- Voluntary manslaughter,
- Crimes against persons 60 years of age or older, blind persons, or paraplegics, or
- Any other crime determined by the CCC to be inconsistent with the mission and/or policies of the CCC.

The Member understands that if the results are delayed, the Member's employment with the CCC is conditional pending the receipt of the results. The conditional employment is based on the following:

I declare under penalty of perjury, that I am not currently on formal probation or parole nor have I been convicted of a crime as listed above.

The Member further understands that any conditional employment will be immediately terminated if the CCC receives the results of the fingerprint and background check, which verifies that the Member has not met the pre-employment hiring conditions listed above. The Member understands that employment is terminated for the reasons set forth in this section that the Member will have no right to appeal the termination.

L. NON-DISCRIMINATION POLICY

The CCC is committed to providing a workplace where all individuals are treated with respect and professionalism; and is committed to providing equal employment opportunities (EEO) which are free from discrimination, harassment, and retaliation during recruitment, hiring and retention of all applicants and employees including civil service employees, corpsmembers, and special corpsmembers.

The CCC will make reasonable accommodations for qualified individuals with known disabilities, as long as the accommodation does not impose an undue hardship on the CCC. This policy governs all aspects of the program, including selection, placement assignment, compensation, and access to benefits and training.

The CCC makes every effort to ensure that its placement agencies have similar non-discrimination policies. Any Member with questions or concerns about any type of discrimination in their placement or workplace is encouraged to bring these issues to the attention of their immediate supervisor, superior, and/or Program Director.

Discrimination on the part of fellow CCC Members will also not be tolerated. Anyone found to be engaging in any type of unlawful or harassing discrimination will be subject to disciplinary action, up to and including dismissal from the program.

The CCC will not tolerate harassment of any kind. Harassment includes threatening or insinuating that the refusal to submit to sexual advances will adversely affect admission or program benefits. Harassment may also include conduct such as unwanted sexual flirtation or touches; abusive or degrading language; graphic or suggestive comments; or displaying inappropriate objects or pictures. Any Member who believes that he or she has been subject to harassment of any kind, or who has knowledge about harassment of others, should report the harassment to an immediate supervisor, superior, and/or Program Director. Any Member who is found to have engaged in harassment will be subject to appropriate discipline, up to and including expulsion from the CCC.

For a full description of the CCC's rules and disciplinary procedures in relation to discrimination and harassment, please see CCC Policy and Procedures Letters numbers 10-0002 and 04-0003, the Sexual Harassment Policy (#10-0002) and the Discrimination and Harassment Policy (#04-0003).

M. AGREEMENT PROVISIONS:

No alteration of the terms of this agreement shall be valid unless made in writing, except where noted, and signed by an authorized representative of the CCC and notification is provided to the Member within thirty (30) calendar days prior to the effective date of the written modification and/or addendum. No oral understanding or verbal agreements shall be binding on the Member or the CCC.

Any term or condition set forth in the Agreement may be changed with a thirty (30) calendar-day prior written notice by the CCC.

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the Agreement shall continue in force.

This Agreement is valid until the expiration date noted unless the Member is released from a term of service due to rule infraction, resignation, medical separation or the Agreement is canceled by the State of California for reasons beyond the control of the CCC.

Appointment Date: _____

Agreement Expiration Date: _____

_____ Residential

_____ Non-Residential

THIS PORTION OF THE AGREEMENT SHALL BE COMPLETED FOR THE AGREEMENT TO BE EFFECTIVE.

I understand that by signing this Agreement, I agree to the terms and conditions stated herein, and I acknowledge that I have received a copy of said Agreement.

Signature of AmeriCorps Member

Signature of CCC Representative

Name of AmeriCorps Member (*Please Print*)

Name of CCC Representative (*Please Print*)

Date

Date

_____ CM Initials _____ Date